general, a court of chancery, allowing beneficial interests in land similar to legal estates, follows the law in regard to the limitation of such legal estates, unless the strictly legal questions of tenure or seisin are involved. See *Burgess* v. *Wheate*, 1 Eden, 177, 223. Thus the rule in Shelley's case defeats the intention of the grantor of equitable estates, if the conditions for the application of the rule are satisfied. *Webb* v. *The Earl of Shaftesbury*, 3 M. & K. 599. And the operation of the rule against perpetuities limits the creation of remote equitable estates. *In re Finch*, 17 Ch. Div. 211, 229. Therefore the rule against "double possibilities," which will not allow, after a limitation to an unborn person for life, a remainder to his unborn children, is treated in the principal case not only as subsisting, but as "embodying a useful and intelligent restraint." Hence it is unnecessary to review the adverse criticism to which this legal rule, now well established in England, has been subjected. See GRAY, RULE AGAINST PERPETUITIES, 2 ed., §§ 124–134, 191–199, 285–298; 16 HARV. L. REV. 294.

SALES — RIGHTS AND REMEDIES OF BUYERS — RE-SALE ON ACCOUNT OF SELLER. — The buyer notified the seller that he would not accept paper delivered by a carrier, as it was not the kind ordered. Receiving no instructions as to the disposal of the paper, the buyer, after notice to the seller, sold the paper on account of the latter. *Held*, that the seller is entitled to recover the contract price. *Estes* v. *Conestoga Paper Co.*, 26 Lan. L. Rev. 348 (Pa., C. P. Lancaster County, July 10, 1909).

The buyer need not accept goods of a description different from those ordered; for he is not bound to accept what he did not agree to buy. *Pope* v. *Allis*, 115 U. S. 363; *Vigers Brothers* v. *Sanderson Brothers*, [1901] 1 K. B. 608. Since the goods have been thrust upon him, he is not even obliged to return them, if he notifies the seller that he rejects them. *Grimoldby* v. *Wells*, L. R. 10 C. P. 391. But acts of dominion, even after notice of rejection, generally prove the buyer's intent to take title to the goods as offered. *Cream City Glass Co.* v. *Friedlander*, 84 Wis. 53. On this ground a re-sale by the buyer renders him liable for the contract price. But if the re-sale is made unequivocally, and with legal authority, on account of the seller, payment of its net proceeds discharges the buyer. *Barnett & Co.* v. *Terry & Smith*, 42 Ga. 283. The legal authority to re-sell has been described as an agency implied by necessity. See *Strauss* v. *National Parlor Furniture Co.*, 76 Miss. 343. It is more accurately explained as being attached by law to the buyer's position of involuntary bailee, to be exercised diligently whenever reasonably necessary to diminish the seller's liability for storage charges. It should not be arbitrarily restricted, as in the principal case, to instances of perishable goods. See *Rubin* v. *Sturtevant*, 80 Fed. 930. *Cf. Strauss* v. *National Parlor Furniture Co.*, *supra*.

TRUSTS — RESULTING TRUSTS — EFFECT OF ANNULMENT OF MARRIAGE UPON PRESUMPTION OF ADVANCEMENT TO WIFE. — A husband purchased a house in the joint names of himself and wife, telling his wife that it was intended for their joint habitation and would ultimately belong to the survivor. Subsequently, the wife obtained a decree declaring the marriage "to have been and to be" null and void. *Held*, that the wife holds her interest as an advancement, and not subject to a resulting trust for the husband. *Dunbar* v. *Dunbar*, 26 T. L. R. 21 (Eng., Ch. D., Oct. 21, 1909).

It has always been undisputed law that the Statute of Frauds does not prevent a resulting trust when A supplies the consideration for land conveyed by B to C. *Ex parte Vernon*, 2 P. Wms. 549. And it has been equally well settled that the presumption of a trust is displaced by the presumption of an advancement when C is the child or wife of A. *Mumma* v. *Mumma*, 2 Vern. 19; *Dummer* v. *Pitcher*, 2 Myl. & K. 262. But the presumption in either case is not conclusive, and parol evidence is admissible to show the real intent. *Faylor* v. *Faylor*, 136 Cal. 92. The presumption of an advancement for the wife persists despite

a decree of divorce. *Thornley* v. *Thornley*, [1893] 2 Ch. 229. But it is destroyed, if the husband knew that the marriage, owing to consanguinity, was illegal. *Soar* v. *Foster*, 4 Kay & J. 152. The present case of a voidable marriage stands midway between a divorce and an illegal marriage. Since the question at issue is simply the intent with which the husband purchased the property in his wife's name and since the presumption is merely one of fact respecting the intention, the principal case correctly decides that a subsequent annulment of the marriage does not affect the presumption.

BOOK REVIEWS.

A CODE OF THE LAW OF ACTIONABLE DEFAMATION, with a Continuous Commentary and Appendices. By George Spencer Bower, K. C. London: Sweet and Maxwell, Limited. 1908. pp. l, 608.

In view of the excellence of Dr. Odgers' Treatise on Libel and Slander, the first impression of many lawyers will be that there is, at the present time, no place left to be filled by another English work on Defamation. But an examination of Mr. Bower's new book shows it to be a useful companion to the work of Dr. Odgers. The present publication is arranged on an entirely different system from the ordinary legal text-book; affording space for a more extended discussion of fundamental principles as well as of legal nomenclature.

The Code Proper occupies a comparatively small part of Mr. Bower's book.

The office of the first part of the volume is to state the law as now held in England. This is done by putting at the top of the page the Articles of the Code; and inserting beneath notes (or as the author calls it — a Continuous Commentary) giving, and sometimes criticizing, the principal authorities.

The second part, which occupies nearly half the volume, is made up of Appendices; *i. e.*, a series of essays discussing with a free hand the existing law; suggesting some changes in substance and more in legal terminology. Many of these discussions and suggestions are of great value.

Infinite labor has been expended by the author in framing the Articles of his Code. So far as we can judge, no important point is omitted; and there is seldom any ground of objection to the substance of the statements.

As to the arrangement, style, and clearness of the Code, few persons are competent critics. No one, who has not himself attempted a similar task, can fully appreciate the difficulties. Legal instructors, who have tried to formulate the law for the benefit of their students, know that the results are likely to be only approximately correct. With diffidence, we suggest that, if Mr. Bower has erred, it is on the side of fulness of statement. There are some long and involved sentences, the meaning of which is not immediately apparent; and his favorite phrase, "if, but not unless," is sometimes interpolated in a way likely to confuse the reader. If the author, following the example of the framers of the Indian Codes, had inserted illustrative examples after each Article, the difficulties in the way of framing exact illustrations might sometimes have led to a revising and recasting of the language of the Articles themselves.

As to the style and clearness of the essays (or Appendices) as well as the notes to the Code, every one must entertain a favorable opinion. The author, who took high honors at Oxford, is a scholar as well as a lawyer. The Appendices, besides containing excellent discussions of legal questions, are, in some cases, fairly bubbling over with apposite quotations and illustrations from the classics and from English literature. See pp. 380–383, 387, 393–395, 397, 399, 417–422.